



Order Filed on June 20, 2019 by  
Clerk U.S. Bankruptcy Court  
District of New Jersey

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY  
Caption in compliance with D.N.J. LBR 9004-1

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*Counsel to the Debtors  
and Debtors-in-Possession*

In re:  
NEW ENGLAND MOTOR FREIGHT, INC.,  
*et al.*,  
  
Debtors.<sup>1</sup>

Chapter 11  
Case No. 19-12809 (JKS)  
(Jointly Administered)

**OMINBUS ORDER (I) AUTHORIZING THE REJECTION OF CERTAIN  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES, (II) ESTABLISHING A  
CLAIMS BAR DATE, AS APPLICABLE, AND (III) GRANTING RELATED RELIEF**

The relief set forth on the following pages, numbered two (2) through and including four (4), is hereby **ORDERED**.

**DATED: June 20, 2019**

  
\_\_\_\_\_  
Honorable John K. Sherwood  
United States Bankruptcy Court

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: New England Motor Freight, Inc. (7697); Eastern Freight Ways, Inc. (3461); NEMF World Transport, Inc. (2777); Apex Logistics, Inc. (5347); Jans Leasing Corp. (9009); Carrier Industries, Inc. (9223); Myar, LLC (4357); MyJon, LLC (7305); Hollywood Avenue Solar, LLC (2206); United Express Solar, LLC (1126); and NEMF Logistics, LLC (4666).

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Debtors: New England Motor Freight, Inc., *et al.*

Case No.: 19-12809 (JKS)

Caption: Omnibus Order (I) Authorizing the Rejection of Certain Executory Contracts and Unexpired Leases, (II) Establishing a Claims Bar Date, as Applicable, and (III) Granting Related Relief

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Upon the Motion<sup>2</sup> of the Debtors in the above-captioned Chapter 11 Cases seeking, pursuant to sections 105(a), 365(a), and 554 of the Bankruptcy Code and rule 6006 and 6007 of the Federal Rules of Bankruptcy Procedure, the entry of an order (i) authorizing the Debtors' rejection of the contracts and leases ("Contracts and Leases") listed on Exhibit A attached hereto, effective as of the Rejection Date indicated thereon, (ii) establishing a deadline to file proofs of claim, as applicable, and (iii) granting related relief;; and the Court having determined that the relief sought in the Motion is in the best interest of the Debtors, their estates and creditors, and other parties-in-interest; and the Court having jurisdiction to consider the Motion and the relief requested therein; venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and upon the record herein; and after due deliberation thereon; and good and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. The Contracts and Leases listed on Exhibit A hereto (collectively, the "Rejected Contracts and Leases") are, or shall be, deemed rejected effective as of the Rejection Date indicated on Exhibit A.

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion.

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3. The counterparties to the Rejected Contracts and Leases shall be prohibited from setting off or otherwise using security deposits or other monetary deposits in their possession or control to reduce their claim(s) against the Debtors without prior Court approval.

4. Any party in interest that asserts a claim arising out of, or related to, the rejection of the Rejected Contracts and Leases, must file a proof of claim within thirty (30) days from entry of this order approving the rejection of the executory contract or the unexpired lease (the “Rejection Bar Date”). If such a claim is not filed by the Rejection Bar Date, said claim shall be barred from receiving any distribution in these Chapter 11 Cases.

5. The rights of all parties, including the Debtors, to contest any and all claims arising out of, or related to, the rejection by the Debtors of the Rejected Contracts and Leases are fully preserved.

6. Notwithstanding the relief granted herein and any actions taken hereunder, nothing in the Motion or this Order shall be deemed or construed to (a) constitute an admission as to the validity or priority of any claim against the Debtors; (b) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; and/or (c) constitute a waiver of the Debtors’ rights to dispute any claim on any grounds.

7. Nothing in this Order, including, but not limited to, the inclusion of a Contract or Lease on Exhibit A hereto, constitutes a finding of this Court or an admission by the Debtors that such Contract or Lease is an executory contract or an unexpired lease under section 365 of the Bankruptcy Code or that such Contract or Lease was or was not terminated or expired prior to the Petition Date. All rights of the Debtors to raise any defenses to, or otherwise dispute, any

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rejection damages or other claims asserted in connection with any Contract or Lease listed on Exhibit A hereto are hereby preserved.

8. The requirements set forth in Bankruptcy Rules 6006 and 6007 and Local Rule 6007-1, are satisfied by the contents of the Motion or otherwise deemed waived.

9. Consistent with Bankruptcy Rule 6006(g), this Order constitutes a separate order with respect to each Rejected Contract and Lease and the notice of rejection of such Rejected Contract and Lease covered hereby.

10. The requirement set forth in Local Rule 9013-1(a)(3) that any motion or other request for relief be accompanied by a memorandum of law is hereby deemed satisfied by the contents of the Motion or otherwise waived.

11. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

12. Notwithstanding any applicability of any of the Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

13. The Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

## **EXHIBIT A**

### **REJECTED CONTRACTS AND LEASES**

<b>NON-DEBTOR COUNTERPARTY</b>	<b>DEBTOR(S)</b>	<b>COUNTERPARTY ADDRESS</b>	<b>CONTRACT DESCRIPTION</b>	<b>REJECTION EFFECTIVE DATE</b>
BESTPASS, INC.	EASTERN FREIGHTWAYS, INC. AND CARRIER, INC.	Attn: Officer, General or Managing Agent 500 New Karner Road Albany, NY 12205	SERVICE AGREEMENTS DATED OCTOBER 4, 2010 AND ANY RELATED CONTRACTS	MAY 31, 2019
DON SCHRECK	EASTERN FREIGHTWAYS, INC.	Attn: Officer, General or Managing Agent 183 Dexter Terrace Tonwanda, NY 14150	Agreement for Services of Independent Contractor dated 11/8/2018 and any related contracts	MAY 31, 2019
EFS Transportation Services, Inc.	EASTERN FREIGHTWAYS, INC.	Attn: Officer, General or Managing Agent PO Box 630038 Cincinnati, OH 45263-0038  Attn: Officer, General or Managing Agent 2525 Horizon Lake Drive, Suite 120 Memphis, TN 38133	Customer Agreement for Fleet Management Program and TransCheck Services dated 7/7/2003  EFS (Fuel) Agreement dated 7/20/2003  and  any related contracts	MAY 31, 2019
Penske Truck Leasing Co., LP	EASTERN FREIGHTWAYS, INC.	Attn: Officer, General or Managing Agent Route 10- Green Hills PO Box 563 Reading, PA 19603-0563	Vehicle Maintenance Agreement dated 2/28/2019 AND ANY RELATED CONTRACTS	MAY 31, 2019
Pilot Flying J	EASTERN FREIGHTWAYS, INC.	Attn: Officer, General or Managing Agent 5508 Lonas Drive Knoxville, TN 37909	Contract dated 2/22/2019 AND ANY RELATED CONTRACTS	MAY 31, 2019
Viking Termite & Pest Control	EASTERN FREIGHTWAYS, INC.	Attn: Officer, General or Managing Agent PO Box 4070 Warren , NJ 07059	Contract dated 5/4/2010 AND ANY RELATED CONTRACTS	MAY 31, 2019